

Application Number 10/672,136
Amendment dated December 6, 2004
Responsive to Office Action mailed September 7, 2004

REMARKS

This Amendment is responsive to the Office Action dated September 7, 2004. Applicant has amended claims 57 and added claims 64 and 65. Claims 49-65 are pending upon entry of this Amendment.

Claim Rejection Under 35 U.S.C. § 112

In the Office Action, the Examiner rejected claim 57 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicant has amended claim 57 for purposes of clarification. Applicant submits that claim 57, as amended, meets the requirements of 35 U.S.C. 112, second paragraph.

Claim Rejection Under 35 U.S.C. § 102

In the Office Action, the Examiner rejected claims 49-54 and 57-63 under 35 U.S.C. 102(e) as being anticipated by Israel et al. (US 6,766,307). Applicant respectfully traverses the rejection. Israel et al. (US 6,766,307) fails to disclose each and every feature of the claimed invention, as required by 35 U.S.C. 102(e), and provides no teaching that would have suggested the desirability of modification to include such features.

Claims 49, 58

Applicant's claim 49 is directed to a system as follows:

A system comprising:

an online dispute resolution system electronically coupled to a marketplace that provides a web-based community having buyers and sellers of goods and services, wherein the online dispute resolution system electronically receives transaction data from the marketplace that describes transactions within the electronic marketplace, and

wherein the dispute resolution system utilizes the transaction data in accordance with a dispute resolution process to assist the buyers and sellers in resolving disputes relating to the transactions.

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Similarly, Applicant's claim 58 is directed to a method as follows:

A method comprising:

providing an online dispute resolution system electronically coupled to a marketplace that provides a website by which users buy and sell items;

electronically receiving with the online dispute resolution system transaction data from the marketplace that describes transactions within the marketplace; and

utilizing the transaction data in accordance with a dispute resolution process to assist the users in resolving disputes relating to the transactions within the electronic marketplace.

Israel et al. fails to teach or suggest many of the elements required by Applicant's claims 49 and 58. As one example, Israel et al. fails to teach or suggest an online dispute resolution system electronically coupled to a marketplace that provides a web-based community having buyers and sellers of goods and services, as recited by Applicant's claims 49 and 58. Further, Israel et al. fails to teach or suggest an online dispute resolution system that electronically receives transaction data from the marketplace that describes transactions within the electronic marketplace, as further required by Applicant's claims 49 and 58.

The Examiner is correct that Israel et al. describes a network system that enables adverse parties to conduct and manage a non-judicial dispute resolution. However, Israel et al. fails to teach or suggest an online dispute resolution system that is coupled to a marketplace and that electronically receives transaction data from the marketplace that describes transactions within the electronic marketplace. Rather, Israel et al. makes clear that the Israel dispute resolution system is a stand-alone network system that requires parties to manually enter data describing a dispute. In no manner is the Israel system integrated with or otherwise able to share data with an online marketplace. For example, Israel et al. states:

A party can access the inventive system by connecting with it electronically such as, for example, through a web site maintained on the internet. ... Thus, a party inputs data corresponding to a non-judicial dispute resolution, the system sorts, organizes and compiles the data, and enables the party to avail itself of a full range of non-judicial dispute resolution procedures. The system also allows users of the system to organize

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data corresponding to multiple disputes, manage that data into a form selected by the user, and generate reports based on the data from one or more disputes that have been input into the system to which they are a party. In a preferred embodiment, the present system allows parties to disputes to effectively and efficiently input, sort, organize and manage the data corresponding to disputes, and resolve disputes via the internet. (emphasis added).¹

In rejecting claims 49 and 58, the Examiner refers to col. 6, lines 10-24, col. 7, lines 43-52, col. 8, lines 48 through col. 9, line 15, and col. 16, lines 36-46. However, these passages merely illustrate the stand-alone nature of the Israel system.

For example, col. 7, lines 43-52, as cited by the Examiner, merely states that the Israel system is electronically accessible via the Internet. In the immediately following passages, Israel clearly states that the parties access the system and manually provide all of the data to the network dispute resolution system:

Thus, a party inputs data corresponding to a non-judicial dispute resolution, the system sorts, organizes and compiles the data, and enables the party to avail itself of a full range of non-judicial dispute resolution procedures. The system also allows users of the system to organize data corresponding to multiple disputes, manage that data into a form selected by the user, and generate reports based on the data from one or more disputes that have been input into the system to which they are a party. In a preferred embodiment, the present system allows parties to disputes to effectively and efficiently input, sort, organize and manage the data corresponding to disputes, and resolve disputes via the internet.²

In rejecting claims 49 and 58, the Examiner appears to primarily rely on col. 8, ln. 58 through col. 9, ln. 15, which states:

Further, the system of the present invention can be accessed by providing a "hot link" embedded within the website of another entity. With this arrangement, a user, who

¹ Col. 1, ln. 43 – col. 2, ln. 10.

² Israel et al. at col. 7, ln. 65-col. 8, ln. 10.

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is actively viewing the web site of another entity, can easily select the "hot link" corresponding to the present system. A "hot link" as defined in the present invention can be an embedded URL code or other indication means which, with its selection, instructs the web browser of the user to seek out a specified web page(s) which interact with the present system. This "hot link" feature is especially useful when the web site of another entity is engaged in a business where disputes may occur, such as, for example, a web site which sells goods or services. The purchaser, vendor or web site entity itself may wish to provide access to the present system via a "hot link" as an avenue for submitting, organizing and managing the data related to the dispute, and for possibly conducting an on-line settlement of that dispute. The management capabilities of the present system with relation to organizing, sorting and compiling the data relating to disputes will be useful for web site entities in tracking and reporting the disputes that have arisen out of activities originating from their web site. The reporting and organizing of this data will enable the web sites to determine if problems exist with any one particular customer or vendor and their goods or services.

In this section, however, Israel et al. merely describes that the online dispute resolution system may be accessed by a link (e.g., URL) from another entity. The "hot link" is described as a URL or other indicator that instructs a web browser to "seek out" a web page to access the dispute resolution system. In other words, a user may be directed to the Israel et al. dispute resolution system via a link from a different web site. As demonstrated above, Israel et al. makes clear that, after being directed to the Israel dispute resolution system, the user manually enters all data via a web browser. Hence, the Israel et al. system clearly fails to disclose electronically receiving transaction data from a marketplace, as claimed. As yet another example, even this cited portion of Israel et al. makes clear that the "present system" (i.e., the Israel online dispute resolution system) may be used as "an avenue for submitting, organizing and managing data." As another example, in the paragraphs immediately following the section cited by the Examiner,

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Israel et al. states that, once accessed, the architecture of the dispute resolution system of FIG. 1 “allows the parties to a dispute to input the data relevant to the dispute.”³

Consequently, contrary to Applicant's claims, Israel et al. does not describe an online dispute resolution system that electronically receives transaction data from the marketplace that describes transactions within the electronic marketplace, as required by Applicant's claims. Israel simply fails to teach or suggest an online dispute resolution system integrated with a marketplace in this fashion in which at least a portion of the data used to resolve a dispute is electronically provided by the online marketplace itself.

For purposes of clarification, Applicant refers the Examiner to paragraphs [0047] and [0048] of Applicant's application that illustrate one exemplary embodiment of Applicant's claimed invention:

[0047] The server 158 receives data from a set of remote objects that reside in the partner's system 166. The remote objects, which can be enterprise Java Beans, are provided to allow business partners of the system to integrate with the dispute resolution system. Both DCOM objects and Enterprise Java Beans models can be used. These objects provide functionality to receive and send specific information to the dispute resolution system 130. The objects will transparently deal with communication issues including server unavailability and performance. Example functionality includes informing the dispute resolution system 130 of relevant partner transactions and allowing partners to query the dispute resolution system data such as the status of a specific marketplace seller 104.

[0048] The server 158 in turn communicates with a structured query language (SQL) server 160. The SQL server 160 also communicates with a data manager 162. The data manager 162 in turn communicates with one or more partner databases 164. ...

As illustrated by these exemplary paragraphs, as well as other sections of the present application, Applicant's describe example embodiments in which a “partner system” (e.g., an online marketplace as described in the present application) may be “integrated” with the dispute

³ Israel et al. at Col. 9, ln. 61-67 (emphasis added).

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resolution system. For example, the partner system may automatically share specific information of relevant partner transactions. As another example, partner systems may automatically query the dispute resolution system to determine the status of a specific marketplace seller.

Israel et al. fails entirely to teach or suggest an online dispute resolution system that electronically receives transaction data from the marketplace that describes transactions within the electronic marketplace, as further required by Applicant's claims 49 and 58. Rather, Israel et. al merely describes a stand-alone dispute resolution system that may be accessed via links (URLs) from other websites. Individual users must still manually provide all information related to a dispute. In view of these fundamental differences, Israel et al. cannot support a prima facie case of anticipation.

Claim 52

With respect to claim 52, neither Israel et al. nor any other reference cited by the Examiner teaches or suggests a system wherein the online dispute resolution system comprises a membership profile database that maintains status information for the sellers and buyers of the marketplace that are members of the online dispute resolution system, and wherein the online dispute resolution system electronically communicates the status information to the marketplace.

In rejecting claim 52, the Examiner refers to Israel et al. at col. 9, ll. 16-42 and col. 10., ll. 32-65. In col. 9, however, Israel et al. merely describes a process for registering users with the online dispute resolution system. In col. 10, Israel et al. describes a "management module" of the dispute resolution system that is capable of communicating with the dispute parties (or a mediator or arbiter) via electronic mail, facsimile or regular mail. In particular, at col. 10, ll. 13-33, Israel et al. states:

Additionally, the management module 5 is configured to transmit notices to each party to a dispute regarding a change in the status of the dispute, the input of additional data in relation to the dispute, the results of a query of the data contained within management module, or any other information relating to the dispute and/or for transmitting the dispute resolution data to the appropriate entity for mediation and/or arbitration.

The management module 5 is prompted to send the notices/information by an appropriate

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signal generated in response to receipt of a new dispute, new data for an existing dispute, a query, or a request for the transmission of the data for mediation and/or arbitration. The management module 5 preferably, and as shown in FIG. 2, communicates with the relevant parties to a dispute by sending an e-mail containing the relevant information. It is contemplated, however, that the management module may be configured to send the appropriate notices/information via channels 8 other than, or in addition to e-mail, such as facsimile or regular mail. (emphasis added).

The remaining paragraphs of col. 10 cited by the Examiner merely describe how the Israel system maintains a status of a dispute (e.g., OPEN or INACTIVE). In the cited portion, Israel et al. again makes clear that when a status change occurs, "the parties are notified."⁴

Consequently, Israel et al. fails to teach or suggest a system wherein the online dispute resolution system electronically communicates the status information to the marketplace, as required by Applicant's claim 52. Nowhere does Israel et al. teach or suggest communication of status information to an online marketplace, as claimed by the Applicant. As described above, the present application describes exemplary embodiments in which partner systems (e.g., a marketplace) may query the dispute resolution system to determine the status of a specific marketplace seller. Other examples are described in the present application where the online dispute resolution system communicates with one or more databases of a partner system (e.g., a marketplace). Contrary to the Examiner's assertion, Israel et al. fails to teach or suggest a system wherein the online dispute resolution system electronically communicates the status information to the marketplace, as required by Applicant's claim 52.

Claim 53

Neither Israel et al. nor any other reference cited by the Examiner teaches or suggests an online dispute resolution system having a server to service requests from the marketplace and to exchange data between the online dispute resolution system and the marketplace, as required by Applicant's claim 53.

⁴ Israel et al. at col. 10, ln. 62.

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In rejecting claim 53, the Examiner relies on Israel et al. col. 9, lines 31-36 and col. 10, lines 32-65. Col. 9, lines 31-36, appears to be entirely irrelevant to Applicant's claim 53, and merely states that the Israel system may delete invalid user registrations as follows:

If an invalid registration is detected, for example, one which was entered solely out of curiosity, the registration may be deleted from the system so as to free-up system resources. Once the information submitted to the system is verified, the username and password are activated for that user and that user can then access the system.

This passage makes no mention whatsoever of exchanging data between the online dispute resolution system and an online marketplace. Rather, this section refers to updating data within the online dispute resolution system itself to either delete an invalid registration or activate a verified user.

As discussed above, the other passage relied upon by the Examiner (col. 10, lines 32-65) describes how a management module of the Israel dispute resolution system communicates with the dispute parties (or a mediator or arbiter) via electronic mail, facsimile or regular mail. Neither Israel et al. nor any other reference cited by the Examiner make any reference to an online dispute resolution system in which a server services requests from an online marketplace and exchanges data with the online marketplace, as required by Applicant's claim 53.

Claim 54

Neither Israel et al. nor any other reference cited by the Examiner teaches or suggests an online dispute resolution system in which a data manager software application automatically communicates data between a database of the online dispute resolution system and a database of the electronic marketplace, as required by Applicant's claim 54.

In rejecting claim 54, the Examiner again erroneously relies on Israel et al. col. 8, line 48 thru col. 9, ln. 67. As discussed above, these passages merely describes that users may be directed to the online dispute resolution system from different web sites. Israel et al. makes clear that, after being directed to the Israel dispute resolution system, the user manually enters dispute data via a web browser. Thus, Israel et al. does not describe communicating data from the electronic marketplace to the online dispute resolution system. Moreover, Israel et al. makes no mention of communicating data from the online dispute resolution process to the electronic

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marketplace whatsoever. Consequently, contrary to Applicant's claims, Israel et al. does not describe an online dispute resolution system in which a data manager software application automatically communicates data between a database of the online dispute resolution system and a database of the electronic marketplace, as required by Applicant's claim 54.

Claim 61

Neither Israel et al. nor any other reference cited by the Examiner teaches or suggests electronically communicating data that relates to the online dispute resolution process to the electronic marketplace, and updating the electronic marketplace based on the data received from the dispute resolution system, as required by Applicant's claim 61.

In rejecting claim 61, the Examiner again erroneously relies on Israel et al. col. 8, line 48 thru col. 9, ln. 5. As discussed above, these passages merely describes that users may be directed to the online dispute resolution system from different web sites. Israel et al. makes no mention of communicating data from the online dispute resolution process to the electronic marketplace at all. Consequently, contrary to Applicant's claims, Israel et al. does not teach or suggest updating the electronic marketplace based on data received from the dispute resolution system, as required by Applicant's claim 61.

Claim 62

Neither Israel et al. nor any other reference cited by the Examiner teaches or suggests displaying visual indicia associated with users of the electronic marketplace that participate in the dispute resolution system within the website, and controlling the appearance of the visual indicia as a function of data received from the dispute resolution system, as required by Applicant's claim 61.

As describe with respect to claim 61, Israel et al. makes no mention of communicating data from the online dispute resolution process to the electronic marketplace at all. Consequently, contrary to Applicant's claims, Israel et al. does not teach or suggest controlling the appearance of the visual indicia at the marketplace as a function of data received from the dispute resolution system, as required by Applicant's claim 61.

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Moreover, Israel et al. merely describes that links may be used on a website to direct a user to the online dispute resolution system. Israel et al. provides no teaching or suggesting of displaying visual indicia associated with users of the electronic marketplace that participate in the dispute resolution system within the website. To the extent the Examiner is referring to the "hot link" described by Israel et al. as visual indicia, there is no teaching or suggestion that these "hot links" are associated with users of a market place or by any means controllable based on data received from the dispute resolution system.

Claims 50, 51, 57-60 and 63

Dependent claims 50, 51, 57-60 and 63 are allowable for at least the reasons set forth with respect to the base claims on which they depend.

For at least these reasons, Israel et al fails to teach or suggest each and every limitation set forth in claims 49-54 and 57-63. The Examiner has failed to establish a prima facie case for anticipation of Applicant's claims 49-54 and 57-63 under 35 U.S.C. 102(b). Withdrawal of this rejection is requested.

Claim Rejection Under 35 U.S.C. § 103

In the Office Action, the Examiner rejected claims 55 and 56 under 35 U.S.C. 103(a) as being unpatentable over Israel et al. (US 6,766,307) as applied to claim 49 above, and further in view of Sloo (US 5,895,450). Applicant respectfully traverses the rejection. The applied references fail to disclose or suggest the inventions defined by Applicant's claims, and provide no teaching that would have suggested the desirability of modification to arrive at the claimed invention.

Neither Israel et al. nor Sloo cited by the Examiner teaches or suggests an online dispute resolution system that electronically communicates rating data to the marketplace that relates to participation of the buyers and sellers of the marketplace within the online dispute resolution process, as required by Applicant's claim 55.

As set forth above, Israel et al. makes no mention of communicating any form of data from the online dispute resolution process to the electronic marketplace at all. In fact, the management module of the Israel dispute resolution system referred to by the Examiner merely

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describes communication with the dispute parties (or a mediator or arbiter) via electronic mail, facsimile or regular mail. Consequently, contrary to the Examiner's assertion, Israel et al. does not teach or suggest an online dispute resolution system that electronically communicates rating data to the marketplace that relates to participation of the buyers and sellers of the marketplace within the online dispute resolution process, as required by Applicant's claim 55.

Sloo adds nothing to overcome the deficiencies of Israel et al. In fact, like Israel et al., Sloo entirely fails to teach or suggest an online dispute resolution system that shares data or otherwise communicates any form of data to an electronic marketplace in any manner whatsoever.

Rather, Sloo describes a complaint handling system having a plurality of access terminals and a central computer that stores complaint information. Sloo makes clear that users manually interact with the Sloo system to provide the complaint information. For example, Sloo states that "[t]he access terminals 14 receive complaints and responses from the users, deliver them to the central computer 12, and receive transmissions from the central computer.⁵ As another example, Figure 3 of Sloo and the accompanying disclosure describe in detail how a user registers a complaint and provides all relevant data.

Sloo makes no mention of communicating data from the online dispute resolution process to the electronic marketplace. Consequently, contrary to the Examiner's assertion, Sloo does not teach or suggest an online dispute resolution system that electronically communicates rating data to the marketplace that relates to participation of the buyers and sellers of the marketplace within the online dispute resolution process, as required by Applicant's claim 55.

In rejecting claim 55, the Examiner cites col. 2, ll. 7-20 and 53-65, and col. 11, ll. 37-43 and specifically refers to the "monitor compliance" function of Sloo. With respect to the particular passages relied upon by the Examiner, these passages are entirely unrelated to Applicant's claims and serve to clearly illustrate the stand-alone nature of the Sloo complaint-handling system.

For example, the first passage cited by the Examiner (col. 2, ll. 12-20), merely states that the central computer rates the conduct of the complainants and that the ratings may be used by

⁵ Sloo at col. 3, ll. 18-20.

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the central computer to affect the outcome of the dispute or for other purposes during resolution. Sloo makes no mention whatsoever of communicating ratings to an electronic marketplace.

Further, the "monitor compliance" function described by Sloo and cited by the Examiner allows a user (e.g., a judge or a juror) to electronically access the central computer and monitor compliance with a judgment. Specifically, the passage cited by the Examiner, Sloo states:

If the user selected the "Monitor Compliance" option in step 212 of FIG. 2, the program proceeds to the steps illustrated in FIG. 9. This routine allows any user, including the complainant, subject, judge, jurors, and third parties, to monitor a complainant's or subject's compliance with the terms of a previously entered judgment.

This passage is entirely unrelated to Applicant's claimed feature of an online dispute resolution system that electronically communicates rating data to the marketplace, as required by Applicant's claim 55.

Applicant's claim 56 depends from claim 55 and is allowable for at least the reasons set forth above with reference to claim 55. For at least these reasons, the Examiner has failed to establish a prima facie case for non-patentability of Applicant's claims 55-56 under 35 U.S.C. 103(a). Withdrawal of this rejection is requested.

New Claims:

Applicant has added claims 64-65 to the pending application. The applied references fail to disclose or suggest the inventions defined by Applicant's new claims, and provide no teaching that would have suggested the desirability of modification to arrive at the claimed inventions. No new matter has been added by the new claims.

CONCLUSION

All claims in this application are in condition for allowance. Applicant respectfully requests reconsideration and prompt allowance of all pending claims. Please charge any

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additional fees or credit any overpayment to deposit account number 50-1778. The Examiner is invited to telephone the below-signed attorney to discuss this application.

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